

STATE OF MAINE  
PUBLIC UTILITIES COMMISSION

Docket No. 97-852

December 23, 1997

DEBRA ROBINSON V. CENTRAL  
MAINE POWER COMPANY  
Appeal of Consumer Assistance  
Division Decision #4388

ORDER

Welch, Chairman; NUGENT and HUNT; Commissioners

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### **Summary of Decision**

We uphold the decision of the Consumer Assistance Division (CAD) requiring Ms. Robinson to pay \$2,280.90 on her account through a special payment arrangement of a \$450 downpayment and \$350 per month as established by CMP. As noted by CAD, Ms. Robinson is free to pursue a claim against her landlord if she believes she is owed some amount of this as a result of an electrical wiring problem.

### **Facts**

On October 22, 1997, the Consumer Assistance Division (CAD) issued its decision letter on Debra Robinson's complaint (filed April 28, 1997<sup>1</sup>) against Central Maine Power Company (CMP), finding that Ms. Robinson owes an accumulated balance of \$2280.90 and must pay \$450 by November 3, 1997 and maintain a payment arrangement of \$350 each month until the balance is paid. The letter noted that disconnection could occur November 4, 1997 unless Ms. Robinson made a payment of \$450 by November 3, 1997. On October 29, 1997, Ms. Robinson filed a letter appealing the CAD decision. In her complaint, Ms. Robinson asked that CMP not be allowed to increase her payment arrangement from \$289 per month to \$350 per month because she could not afford to pay the higher amount. Ms. Robinson stated that her roommate was no longer working so the household was now supported by SSI income of \$1050 per month and \$320 per month in food stamps. She lists \$1326 in monthly expenses and received HEAP assistance in December 1996.

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<sup>1</sup>The CAD initially referred this complaint back to CMP to allow the customer and the utility an opportunity to resolve the matter. On August 28, 1997, CAD wrote to Debra Robinson to inform her that CMP had not been able to reach her and to confirm that the complaint was still in need of resolution.

Ms. Robinson lives on the lower floor of a two-unit apartment building at 40 Merriam Street in Berwick with her child, a roommate, Karen Arno, and Karen's four children. Ms. Robinson complains that her electric bill "sky-rockets" in the winter from \$131 per month when the upstairs apartment is unoccupied to \$475 per month when it is occupied. Ms. Robinson believes that the wiring in the house, rewired approximately 1-1/2 years ago after a fire damaged the second floor apartment, now channels the upstairs apartment's electric heat usage through her meter. She states that she has asked CMP to investigate this problem and argues that she should not be held accountable for the portion of the bill that is attributable to the second floor apartment's usage.

CAD's decision letter states that it had counseled Ms. Robinson when she complained of the high usage problem, that any faulty wiring in the house is a landlord/tenant matter outside CMP or the PUC's jurisdiction. The letter advises Ms. Robinson that she is entitled to take her landlord to small claims court to collect amounts owed to her but that she is responsible for paying the electric bill.

Ms. Robinson made payments of \$194 in January 24, 1997 and \$289 on February 5, 1997 in accordance with a special, level payment arrangement established on December 30, 1996.<sup>2</sup> However, she has made no further payments to date, over a period of nine months.<sup>3</sup>

The record shows repeated conversations from October 1996 through January 1997 with both Karen Arno and Debra Robinson about high usage complaints and metering concerns at their location. CMP assisted them in troubleshooting to determine the source of the problem and found that their meter was registering a heavy load of 90-95 kWh's per day in December 1996 and January 1997. At one point CMP believed that the load might be attributable to electric space heat usage and demonstrated the impact of this on meter activity. CMP advised Ms. Robinson that internal wiring issues would need to be addressed with her landlord. In late December, Ms. Robinson requested a meter test. On January 28, 1997, CMP determined that the meter tested

<sup>2</sup>Her payment history prior to this time shows that she had been making regular payments of \$194 per month through most of 1996.

<sup>3</sup>Consequently, at the time of this order, the amount owed by Ms. Robinson is \$2,606 according to CMP's billing records. Because this amount is greater than the amount listed in this appeal, a new, higher payment arrangement will be necessary. Ms. Robinson's usage over 12 months from December 1996 through November 1997 was approximately \$2,450.

adequately and suggested that Ms. Robinson have an electrician check the wiring to determine whether each apartment is wired into the appropriate meter.

### **Discussion**

The CAD decision states that, based on a review of CMP's payment arrangement calculation and the provisions of our rules, CMP is entitled to require Ms. Robinson to pay \$350 per month, and an initial downpayment of \$450, until she has brought the balance on her account to zero. CAD and CMP have consistently explained to Ms. Robinson that problems with internal wiring are matters between landlord and tenant and cannot be resolved by either CMP or the Commission.

Chapter 810 of the Commission's rules establishes the terms upon which payment arrangements may be made and a customer may be disconnected. Section 17(H)(1) of Chapter 810, governing Special Payment Arrangements, allows eligible customers to make levelized or other special payment arrangements designed to bring the amount owed by the customer from the previous winter season to zero by November 1, the beginning of the next winter period.<sup>4</sup> As we stated in *Catherine Rackliffe v. Central Maine Power Company*, Order dated August 26, 1997 at p.3-4,

The goal expressed in Section 17 ("The Winter Rule") is to ensure that customers do not fall farther and farther behind with the accumulation of each winter's bills. It is the longstanding policy of this Commission to adhere strictly to the requirement that amounts owing from the previous winter period be fully paid by November 1. From a public policy perspective, it is not reasonable for CMP (or any utility) to "carry" a customer indefinitely who cannot afford to pay for the service she is using. The unmet financial burden for doing so would fall on the utility and other ratepayers.

Thus, a customer's ability to pay cannot be the predominant criterion in determining a payment arrangement. A reasonable payment arrangement is one designed to recover overdue amounts within a foreseeable period of time -- in the case of winter arrearages, prior to

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<sup>4</sup>The winter period extends from November 15th to April 15th.

the next winter period in all but rare exceptions.

CAD's records indicate that Ms. Robinson first complained about high usage in October of 1996. The customer entered into an initial payment arrangement with CMP on December 30, 1996 under which she was required to make a downpayment of \$194 on January 14, 1997 and monthly payments of \$289 beginning February 14. Ms. Robinson paid these amounts, although the downpayment was late. After the results of the meter test, CMP recalculated Ms. Robinson's payment arrangement on March 20, 1997 requiring a new monthly payment of \$350. This recalculation was apparently done because although Ms. Robinson had been making regular payments of about \$194 through much of 1996, her payment arrangement called for monthly payments of \$289 per month and she had fallen farther behind. It is this increased monthly amount of \$350 to which Ms. Robinson objects in her complaint, stating that she cannot afford it. Ms. Robinson stated that her roommate was no longer working, so household income was too low to make the required payment.

As we stated above, affordability alone does not determine what is a reasonable amount for a customer to pay for utility services. There must be some assurance that the utility will recover the charges for services rendered within a reasonable amount of time. In some cases, allowing a customer to make lower payments over an extended period of time to catch up could be an option. However, in this instance, it does not appear likely that Ms. Robinson could pay CMP within any foreseeable amount of time.<sup>5</sup> Consequently, there is no basis upon which we would require CMP to make that accommodation in this case. In addition, Ms. Robinson's complete failure to make any payments since February 1997 does not assist her cause.

Accordingly, we uphold CAD's decision. Ms. Robinson is required to pay the \$450 downpayment no later than January 7, 1998. If Ms. Robinson does not make this downpayment, or maintain the other terms of this payment arrangement, CMP is authorized to proceed with their normal credit and collection

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<sup>5</sup>It is unfortunate that Ms. Robinson has not continued some amount of monthly payments during the time of this complaint and appeal. It appears that even at her current levels of usage, had she been able to pay approximately \$204 per month, she might have kept up on her bills. At this time, however, monthly payments will need to be increased to approximately twice that in order to collect the amount now owed to CMP. By our estimate, given her usage history, she may now owe approximately \$2,606. Adding this amount to an anticipated year's usage (\$2,450) and dividing the total into 12 equal payments, results in a monthly payment amount of approximately \$420.

procedures in the winter period which may include disconnection of service.

Dated at Augusta, Maine, this 23rd day of December, 1997.

BY ORDER OF THE COMMISSION

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Dennis Keschl  
Administrative Director

COMMISSIONERS VOTING FOR:      Welch  
   Nugent  
   Hunt

## NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S.A. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 30 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S.A. § 1320 (1)-(4) and the Maine Rules of Civil Procedure, Rule 73 et seq.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S.A. § 1320 (5).

Note:The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.